MAINE, MISSISSIPPI AND RHODE ISLAND CONSORTIUM
UI MODERNIZATION PROJECT
Subcontractor Services RFP
RFP-TCS-MS-05062013

May 6, 2013

CONTENTS

SECTION

1   INTRODUCTION

1.1   Background

Maine, Rhode Island, Mississippi Consortium

Over the past few decades, there has been a push for many states to upgrade their legacy UI systems. However, with budget constraints as a key focal point funding, for a single state for their UI Modernization effort, it is no longer feasible. The US Department of Labor (USDOL) put forth a Supplemental Budget Request (SBR) proposing that multiple states come together to form Consortiums for joint UI Modernization effort. With the USDOL SBR as motivation, the Information Technology Support Center (ITSC) was contacted by approximately a dozen states in order to assist with their modernization efforts. A meeting among these states was held with the Mississippi Department of Employment Securities (MDES) in attendance as a state which has already undergone the modernization effort. Maine and Rhode Island were the two states that wanted to partner with Mississippi in the UI Modernization Consortium effort as Phase 3 of Mississippi UI modernization project. This Maine, Rhode Island and Mississippi (MRM) Consortium is to devise ways to reduce long term maintenance and support costs at the same time help other states modernize their system in an efficient and effective manner. With the MDES taking the lead within this consortium, TCS in conjunction with the other States, will implement a new upgraded system to support the multi-state platform.

The TCS system is recognized as leading solution with the most complete and adaptable suite of enterprise software products for the Unemployment Insurance (UI) Benefits and Tax modernization projects. Our clients' successes and experiences include some of the most robust state-wide UI solutions currently in operation. Client success is on top priority with core values that drives the day-to-day operations of our organization.

Tata America International Corporation (TAIC) is an operating unit of TCS and is an IT services and solutions consulting company that delivers results to global businesses, ensuring a level of performance that no other company can match. As part of the Tata group, TCS has over 263,000 trained professional consultants in 44 countries. The company has generated over $10.17 Billion in revenue for FY ending on March 31, 2012.

Tata America's UI Benefits and Tax solution utilizes an efficient and proven methodology (CMMi-5) and is built on a common framework. The UI solution represents the foundation of the UI Suite including the infrastructure for all products and services. As the individual products share a common infrastructure, they integrate seamlessly to provide maximum value to the overall solution. Our UI Benefits and Tax solution includes Business Change Management, Business Intelligence Rules Engine, Data Migration, Process Infrastructure and Document Output methodologies.

TCS Solution

The Mississippi UI system is developed on the latest technologies and uses best of breed products and technology components. The Mississippi Benefits and Tax Solution is a robust, scalable, repeatable and consistent platform with the ability to control multiple functionality requirements, to support online claims processing, adjudication, appeals and extensive tracking of all claims, and content mastery. Our company's client-centric philosophy and approach to the rich framework design and collaboration, as well as any necessary customization, flexibility and ease-of-use, separate us from others in the market place.

Mississippi UI system is uniquely positioned to be used as the base system and provide MRM Consortium States with greater flexibility, shared maintenance cost and ease-of-use through the combination of powerful management (such as user, content, data, dashboards, and organizational management) and communication tools. Our approach and intuitive design will dramatically improve the quality and completeness of each user's experience and provide a robust and well-crafted solution for years to come. The intuitive approach, management options, UI experiences, and access to our vast experience in crafting the best UI solution positions the MRM Consortium States to improve the delivery of services to all unemployed workers throughout the states.

The Mississippi UI system is built on industry leading open standards Java Enterprise Edition (Java EE) platforms to provide a modular, efficient and extendable design and segregation of code by the process and business functions. It eliminates the risks of rigid design and lack of documentation. The solution will enable us to consolidate data and business processes into a single, secure and accessible environment with core and state-specific components.

1.2 Statement of Purpose

TCS is in need of a Subcontractor to support the MRM Consortium project. The Subcontractor will be engaged and part of the entire lifecycle of the design, development and implementation of the MRM initiative.

Through this RFP, TCS seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with TCS in support of the MRM Consortium project as sub-contractor.

The evaluation process for this RFP will take into account both Technical- and Cost-related responses. In response to the Cost portion, the Proposer will price systems professionals in various job classifications, with the appropriate skill sets and levels of experience. The job classifications will be priced separately and recorded on a provided response form. These costs will be the maximum hourly unit rate the Proposer is allowed to charge for an individual in that job classification.

A description of the services to be provided by these personnel, the method of requesting and selecting personnel, as well as other provisions defining the working relationship, are described in this RFP and the attached *Project Subcontractor Services Agreement* "Scope of Services."

TCS will award a Subcontract one (1) Proposer receiving the highest composite scores from the Technical and Cost Evaluations.

The vendor shall provide the services required by this RFP within the context of the technical environment described in Section 6, Scope of Services contained herein.

1.2.1   The evaluation of this option relies upon the costs originally proposed for each Job Classification. TCS will grant the Subcontractor employees access to the appropriate systems as applicable.

1.2.2   The Subcontractor will be provided with all hardware, software and related equipment in support of the MRM project except for any long distance and cell phone services.

1.3 Contract Term

The term of this contract will commence upon final signature of the Project Subcontractor Services Agreement on or about June 3, 2013 through May 31, 2016. At the sole discretion of TCS, this contract may be extended for an additional 2 years at 1 year increments.

1.4 Scope of Service, Subcontract Period, and Required Terms and Conditions

The RFP Attachment 6.1, *Project Subcontractor Services Agreement* details TCS's required:

1. The body of this Subcontractor Service Agreement;
2. **Schedule A** [Statement of Work]
3. **Schedule B** [Charges]
4. **Schedule C** [Confidential Information and Inventions Assignment Provisions]
5. **Schedule D** [Prime Contract Flow down Provisions]
6. **Schedule E** [Insurance]

The *Project Subcontractor Services Agreement* substantially represents the contract document that the proposer selected by TCS MUST agree to and sign.

1.5   Nondiscrimination

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, marital status, political affiliations, disability, genetic information, or any other consideration made unlawful by federal, State or local laws. The Contractor must act affirmatively to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age, marital status, political affiliation, or disability.

Such action shall include, but is not limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this clause.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, marital status, political affiliation, or disability, except where it relates to a bona fide occupational qualification or requirement. The Contractor shall comply with the non-discrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The Contractor shall comply with related state laws and regulations, if any.

The Contractor shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations hereunder, and Section 504 of Title V of the Rehabilitation Act of 1973, as amended, and the Mississippi Human Rights Act of 1977. If DOM finds that the Contractor is not in compliance with any of these requirements at any time during the term of this contract, DOM reserves the right to terminate this contract or take such other steps as it deems appropriate, in its sole discretion, considering the interests and welfare of the State.

1.6   RFP Communications

1.6.1   Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is TCS's only official point of contact for this RFP.

Ernie DeHoyos
One World Financial Center
21st. Floor
New York, NY 10281
e.dehoyos@tcs.com
(210) 251-9830

1.6.2   TCS has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP-**TCS-MS-04192013**

1.6.3   Any oral communications shall be considered unofficial and non-binding with regard to this RFP.

1.6.4   Each Proposer shall assume the risk of the method of dispatching any communication or proposal to TCS. TCS assumes no responsibility for delays or delivery failures resulting from the method of

dispatch. Actual or electronic "postmarking" of a communication or proposal to TCS by a deadline date shall <u>not</u> substitute for actual receipt of a communication or proposal by TCS.

1.6.5   The RFP Coordinator <u>must</u> receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.6   TCS reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. TCS's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

1.6.7   TCS will convey all official responses and communications pursuant to this RFP to the potential proposers from whom TCS has received a Notice of Intent to Propose.

1.6.8   Only TCS's official, written responses and communications shall be considered binding with regard to this RFP.

1.7   Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

1.8   Pre-Proposal Conference

There will be no pre-proposal conference for this RFP.

2   RFP SCHEDULE OF EVENTS

The following Schedule of Events represents TCS's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

<table>
<tr><td colspan="3" align="center">RFP SCHEDULE OF EVENTS</td></tr>
<tr><td colspan="3">NOTICE: TCS reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. TCS will communicate any adjustment to the Schedule of Events to the potential proposers from whom TCS has received a Notice of Intent to Propose.</td></tr>
<tr><td align="center">EVENT</td><td align="center">TIME</td><td align="center">DATE
(<u>all</u> dates are state business days)</td></tr>
<tr><td>1.   TCS Issues RFP</td><td></td><td>May 6, 2013</td></tr>
<tr><td>2.   Pre-proposal Conference</td><td></td><td>None</td></tr>
<tr><td>3.   Written Comments Deadline</td><td></td><td>May 13, 2013</td></tr>
<tr><td>4.   TCS Responds to Written Comments</td><td></td><td>May 16, 2013</td></tr>
<tr><td>5.   Proposal Deadline</td><td>4:00 p.m. EST</td><td>May 24, 2013</td></tr>
<tr><td>6.   TCS Completes Technical and Cost Proposal Evaluations</td><td></td><td>May 29, 2013</td></tr>
<tr><td>7.   Contract Negotiations Completed</td><td></td><td>May 31, 2013</td></tr>
<tr><td>8.   Contract Signature Deadline</td><td></td><td>June 5, 2013</td></tr>
<tr><td>9.   Contract Start Date</td><td></td><td>June 10, 2013</td></tr>
</table>

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit, in hardcopy form, one (1) original, labeled as such, and three (3) copies of the Technical Proposal. TCS also requires one (1) CD or flash drive of the Technical Proposal with a pdf version. The hardcopies and CDs must be submitted TCS in a sealed package that is clearly marked:

"Technical Proposal in Response to RFP-TCS-MS-04192013 – Do Not Open"

In the case of a discrepancy between the hardcopy RFP version and a CD or flash drive version, the hardcopy will take precedence over the CD copies. **IMPORTANT NOTE: Do <u>not</u> include cost proposal information of any kind in the hard or soft copies of the Technical Proposal.**

3.1.3 Each Proposer must submit one (1) Cost Proposal to TCS in a <u>separate</u>, <u>sealed</u> package that is clearly marked:

"Cost Proposal in Response to RFP-TCS-MS-04192013-- Do Not Open"

3.1.4 TCS must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Deliver to:
Ernie DeHoyos
One World Financial Center
21st. Floor
New York, NY 10281

3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

3.2 Technical Proposal

3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and TCS shall reject it.

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered. Please take note of the page limitations of the technical proposal as specified in Attachment 6.3.

3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response

to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

3.2.5   TCS may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.

3.2.6   TCS may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

3.3   Cost Proposal

3.3.1   The Cost Proposal <u>must</u> be submitted to TCS in a <u>sealed</u> package separate from the Technical proposal.

3.3.2   Each Cost Proposal <u>must</u> be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Scoring Guide.

3.3.3   <u>Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Scoring Guide and shall NOT record any other rates, amounts, or information.</u>

3.3.4   The proposed cost shall incorporate <u>all</u> costs for services under the contract for the total contract period.

3.3.5   The Proposer must sign and date the Cost Proposal.

3.3.6   If a Proposer fails to submit a Cost Proposal as required, TCS shall determine the proposal to be non-responsive and reject it.

4 **GENERAL REQUIREMENTS & CONTRACTING INFORMATION**

4.1 **Proposer Required Review and Waiver of Objections**

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *Project Subcontractor Services Agreement*, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by TCS no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of TCS, in writing, by the Written Comments Deadline.

4.2 **RFP Amendment and Cancellation**

TCS reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, TCS will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

TCS reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 **Proposal Prohibitions and Right of Rejection**

4.3.1 TCS reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. TCS may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. TCS may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and TCS may reject such a proposal.

4.3.3 A Proposer may not restrict the rights of TCS or otherwise qualify a proposal. TCS may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.4 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, TCS may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.6 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.7 TCS shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer. Regardless of the time of detection, TCS shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

4.3.8 TCS reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If TCS waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, TCS may hold any Proposer to strict compliance with this RFP.

4.4   Incorrect Proposal Information

If TCS determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.5   Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of TCS. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, TCS shall determine the proposal to be non-responsive and shall reject the proposal.

4.6   Assignment and Subcontracting

4.6.1   The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without TCS's prior, written approval.

4.6.2   A subcontractor may <u>only</u> be substituted for a proposed subcontractor at the discretion of TCS and with TCS's prior, written approval.

4.6.3   At its sole discretion, TCS reserves the right to refuse approval of any subcontract, transfer, or assignment.

4.7   Right to Refuse Personnel

At its sole discretion, TCS reserves the right to refuse any personnel, of the contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

4.8   Insurance

Insurance requirements are contained in Section 17 and Schedule E of the Project Subcontractor Services Agreement in Section 6.1 of this document.

4.9   Licensure

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

4.10   Service Location and Work Space

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Project Subcontractor Services Agreement*. Work space at a TCS facility or at the MRM Consortium's States premises will be available for contractor use in accordance with the *Project Subcontractor Services Agreement* or at the TCS' discretion. Any work performed on TCS's premises shall be completed during TCS's standard business hours or as agreed upon with the project management team.

4.11   Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

4.12   Proposal Errors and Amendments

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by TCS.

4.13   Proposal Preparation Costs

TCS will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4.14   Disclosure of Proposal Contents

Each proposal and all materials submitted to TCS in response to this RFP shall become the property of TCS. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by TCS.

After award of the contract, all Offeror's proposals, including the Technical Proposal, the Business Proposal, and any accompanying exhibits, attachments and appendices are subject to disclosure under the "Mississippi Public Records Act of 1983", codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended), and the Federal Freedom of Information Act. Information specified by an Offeror as proprietary information shall be available for disclosure as provided by State statute, unless an Offeror seeks and is granted a protective order for the proprietary information.

In addition, a fully executed copy of the resultant contract, including the Technical and Business Proposals, shall be posted to the State of Mississippi's accountability website at https://www.transparency.mississippi.gov , in accordance with the Mississippi Accountability and Transparency Act of 2008, Section 27-104-151, et seq., of the Mississippi Code Annotated (1972, as amended), and the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable. Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access.

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This provision shall survive termination or completion of this agreement. The parties agree that this provision is subject to and superseded by Miss. Code Ann. Section 25-61-1, et seq. regarding Public Access to Public Records.

4.16   Subcontract Approval

The RFP and the contractor selection processes do not obligate TCS and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Subcontract award and TCS' obligations pursuant thereto shall commence only after the selection is completed, reviewed and approved by the MRM Consortium and a contract is signed by the Subcontractor and TCS.

4.17   Subcontract Payments

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Project Subcontractor Services Agreement*, Section C). Under no conditions shall TCS be liable for payment of any type associated with the contract or responsible for any work done by the Subcontractor, even work done in good faith and even if the Subcontractor is orally directed to proceed with the delivery of services.

4.18   Subcontractor Performance

The Subcontractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by TCS. TCS may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, TCS may inspect those areas of the Subcontractor's place of business that are related to the performance of the contract. If TCS requires such an inspection, the Subcontractor shall provide reasonable access and assistance.

4.19   Contract Amendment

During the course of this contract, TCS may request the Subcontractor to perform additional work for which the Subcontractor would be compensated. That work shall be within the general scope of this RFP. In such instances, TCS shall provide the Subcontractor a written description of the additional work, and the Subcontractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Subcontractor's proposal to this RFP. If TCS and the Subcontractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Subcontractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Subcontractor shall not commence additional work until TCS has issued a written contract amendment and secured all required approvals.

4.20   Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of TCS and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.21   Contract

The Offeror will be required to sign the Project Subcontractor Services Agreement as is provided in Attachment 6.1 of this RFP. This Agreement has been prepared as a flow down document from the State taking into account the State's requirements and therefore no changes will be entertained and any Offeror submitting a response to this RFP with any changes may be subject to disqualification.

5   PROPOSAL EVALUATION & CONTRACT AWARD

5.1   Evaluation Categories and Maximum Points

TCS will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	**35**
Technical Approach	**25**
Cost Proposal	**40**

5.2   Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

5.2.1   The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements.

5.2.1.1   Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with predefined evaluation criteria.

5.2.1.2   TCS reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by TCS. The subject Proposer shall put any resulting clarification in writing as may be required by TCS.

5.2.2   After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.

5.3   Contract Award Process

5.3.1   TCS reserves the right to make an award without further discussion of any proposal.

5.3.2   The Proposer with the apparent best-evaluated proposal must agree to and sign the *Project Subcontractor Services Agreement* in RFP Attachment 6.1. No changes to this agreement will be accepted.

5.3.3   The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by TCS pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, TCS may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

5.3.4   If TCS determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

6.0. SCOPE OF SERVICES:

The Subcontractor shall provide all services as required, described, and detailed by this Scope of Services and shall support all service and delivery timelines specified in Amendment 17 of the TCS contract with the State of Mississippi. Amendment 17 can be viewed at https://www.transparency.mississippi.gov

Summary of Services

TCS intends to include the Subcontractor in all aspects of the design, development and implementation of the MRM Consortium project. Provided in the table below is the software environment each assigned staff member should possess. The Subcontractor selected will be required to provide an initial set of professionals to be assigned to the Project in Jackson Mississippi or a consortia state. Staff professionals selected, if they maintain varying skill sets will be allowed to roll from on project phase to another. For example, the developer selected will be expected to be retained through the entire lifecycle. A business analyst working in the requirements phase can then transition over to design, development and possibly into testing and implementation.

Software Tools Requirements

S. No.	Tool	Description
1.	Eclipse (3.1 or above)	Eclipse is an Integrated Development Environment (IDE) for building JEE applications. It's an open source tool.
2.	Ant	Apache Ant is a Java-based build tool. It's an open source tool provided by Apache. It will be used for automating the build process of the Modernized UI system.
3.	JBoss 5.0 Application Server	Application Server for Development Environment.
4.	Squirrel	SQL Client.
5.	Rational RequisitePro	Requirements Management Tool.
6.	Rational Software Architect	Modeling Tool to be used during the analysis and design phase.
7.	Rational ClearCase	Configuration Management Tool with version control.
8.	Rational ClearQuest	Defect Logging, Build Management, DB Change Requests Management Tool.
9.	Rational Performance Tester	Performance Testing Tool.
10.	Axure	Prototyping Tool.
11.	Adobe Photoshop 6.0	Image Editor.
12.	XDoclet (1.2.3)	Struts Configuration Generator, Struts Validation Generator.
13.	JBoss Drools 5.0/IBM - ILOG	Business Rule Engine (Both tools are under

S. No.	Tool	Description
		evaluation and one would be decided after team complete evaluation process).
14.	Pentaho Business Analytics/JasperSoft	Business Intelligence.
15.	Microsoft Lync	Chat Software.

A.   General Service Provisions.

A1   Subcontractor Account Managers. The Subcontractor shall assign, at its own expense, one or more Account Manager(s), to service TCS's needs under this Project Subcontractor Services Agreement. The Account Manager shall:

 i.   monitor the assignment of tasks to Subcontractor personnel;

 ii.   track performance and progress of the Subcontractor personnel toward the completion of the assigned tasks;

 iii.   monitor the quality of services delivered;

 iv.   address any personnel issues that arise with regard to their Subcontractor personnel; and

 v.   be responsible for Subcontractor Personnel Time/Invoicing as described in Project Subcontractor Services Agreement Section 3.

In the event that TCS identifies problems with the services provided by Subcontractor personnel, TCS shall make the Subcontractor Account Manager aware of the problems. The Subcontractor shall then act promptly to resolve the problems. If TCS determines that the removal of Subcontractor personnel is in the best interest of the project, the Subcontractor Account Manager shall terminate the Subcontractor personnel from the assignment and, if requested by TCS, shall provide a replacement.

A.2. Provision of Office Space and Materials. Commensurate with the needs of a given project, TCS will provide Subcontractor consultants with office and meeting space, access to telephones, printers, and copiers, and connections to the Internet and/or State network. TCS shall be the sole determinant with regard to facilities, supplies, access, and connections required for any given project.

TCS will provide Subcontractor consultants with personal computing devices (desktop, laptop, etc.), server access as required, and licenses for software installed on the personal computing devices and servers.

A.3.   Contract Not Unique. The Subcontractor understands and agrees that TCS has executed a contract with the State of Mississippi in support of the MRM Consortium Project.

A.4.   Continuity of Project Personnel.

TCS encourages the Subcontractor to maintain continuity of personnel on projects assigned pursuant to the MRM Project. Continuity of personnel promotes efficiency in the performance of the SOW.

A.5.   Restrictions on Responding to Future RFPs. In some cases, the Subcontractor personnel provided under this contract will assist in the preparation of future State RFPs. TCS prohibits any Subcontractor from submitting proposals in response to any RFP that in direct conflict with the work being performed on MRM Project and as described in Sections 12 and 13 of the Project Subcontractor Agreement.

A.6.   Solicitation of State Employees Prohibited. The Subcontractor shall not solicit MRM State employees in State facilities or during State work hours for the purpose of employment.

A.6.1   Subcontractor Consultant Performance and Replacement.

A.6.1.1. Subcontractor agrees that the selected and assigned staff shall not be allocated to any other project and/or tasks while engaged in the Consortium project. This staff shall remain fully allocated to the project and shall NPT

be reallocated or reassigned to any other project/task/duties without the written consent from TCS with such approval not to be unreasonably delayed or withheld.

A.6.1.2.TCS shall be the sole judge of the quality of services provided and the project progress achieved by the Subcontractor's consultants. The Subcontractor agrees to remove and replace at the Subcontractor's expense, consultants whom TCS judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of TCS or deemed not to make substantial contributions to the project. The Subcontractor agrees not to charge TCS for services performed which TCS designates as being unacceptable.

This provision will not be deemed to give TCS the right to require the Subcontractor to terminate any Subcontractor employee's employment. Rather, this provision is intended to give TCS only the right to require that the Subcontractor discontinue using an employee in the performance of services for TCS.

A.6.1.3. At TCS's request, the Subcontractor will replace an individual that has voluntarily withdrawn or that the Subcontractor has voluntarily removed from State assignment. Any requirement for such replacement will be at TCS's sole discretion; TCS is not obligated to accept replacement of removed or withdrawn consultants. TCS will compensate the Subcontractor for acceptable services that were completed by the consultant prior to the consultant's voluntary withdrawal or removal.

A.6.1.4. If TCS requests a replacement as described in Project Subcontractor Services Agreement, the Subcontractor will replace the consultant with a consultant of equal or greater qualifications as the replaced or removed consultant. The Subcontractor will be compensated for the replacement consultant at the rate established for the original consultant.

B. Job Classifications

INFORMATION TECHNOLOGY SUBCONTRACTOR REQUIREMENTS

Advanced Programmer Analyst (Mainframe) - Analyzes functional business applications and creates design specifications for developing programs. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises COBOL, IMS DB/DC, CICS, and DB2. Secondary skill set includes all other mainframe software standards. Requires a minimum of 2 years of current experience in this job class.

Business Analyst II - Analyze and document business requirements and processes related to public sector service delivery for a single or multiple related State agencies. Formulate alternative solutions to satisfy these requirements, which may involve business process reengineering, and/or the deployment of information technology. Plan and/or conduct end user training for new applications. Prepare cost benefit analyses according to State CBA methodology. Develop and/or oversee plans for the execution of a solution from project inception to conclusion. Construct data models and activity/process models as may be required to define system functions. Provide support for the installation, testing, data conversion, implementation, and ongoing maintenance of information systems. Conduct and document the results of special studies dealing with systems and/or business process issues. Facilitate sessions to gather and document requirements and explore solutions. Superior negotiating, analytical, group facilitation, and relationship management skills. Work effectively with all levels of State staff from clerical through agency executive management. This includes skillful interviewing capability. Possess superior organizational and written/verbal communication skills. Hands-on Data Modeling and Process Modeling experience may be required for some assignments. An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and cost-efficient manner. (Note: Current information technology in the State's environment includes: 1) multi-tier (mainframe, departmental/midlevel, and desktop) computing; 2) the use of internet and intranet to facilitate service delivery; 3) electronic data interchange; 4) imaging; 5) data warehousing; and, 6) geographic information systems. The deployment of information technology must be consistent with the State's architectural framework which is based upon the philosophy that information sharing, data integration and network interoperability is the basis for effective and efficient service delivery to the citizens of the Consortium States) An ability to integrate solutions across multiple functional and technical environments is required. Requires a minimum of five years of increasingly complex and responsible experience in the last five years. Must hold a BA/BS degree (advanced degree a plus).

Programmer Analyst III (Distributed Technologies) – Provides senior technical leadership, guidance, and support in the design, development, and deployment of complex applications in distributed computing environments. Architects applications considering the business and technical requirements necessary to satisfy the project/program objectives. Coordinates with other architectural and technical infrastructure staffs for providing input into technical decisions affecting specific projects as well as the State's enterprise distributive computing environment.
Uses current application architecture design and development concepts, methodologies, and tools resulting in quality, stable, and maintainable computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Troubleshoots and enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Java, JavaScript, JSPs, EJBs, XML, and HTML, DB2, Struts, Hibernate, Drools Rule Engine. Secondary skill sets include knowledge of Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 3 years of current experience in this job class.

UNIX System Administrator - Provides installation, maintenance, technical and customer support for desktop/workstation and mid-level (including LAN and WAN network application and client server) systems and related software. Installs, configures, and supports system and user application software and provides upgrades of this software. Identifies peripherals to the systems and performs maintenance on these devices. Schedules and performs system maintenance activities such as performance monitoring, system tuning, data storage configuration and reorganization, and system backups. Executes application and maintenance batch jobs. Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and applications. In most cases, serves as primary contact with software vendors' technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on user application software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: UNIX, Sun Solaris, Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows NT Server, Microsoft Internet Explorer, NetWare, 3270, IBM Personal Communications/3270 Procomm Plus, Ethernet Adapter, and Token Ring Adapter. Secondary skill set comprises GroupWise, TCP/IP, and knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 1 year of current experience in this job class.

Data Administrator/Database Administrator - Designs and reviews database systems; evaluates and recommends changes to database systems; and implements new or revised systems to ensure accuracy, efficiency, and adherence to technical standards. Responsible for providing technical assistance to other personnel involved in computer applications development by answering questions, describing techniques, and writing procedures. Monitors database systems performance, evaluates information gathered from users and other staff and review of historical data, and recommends changes to database systems to ensure optimal performance and productivity. May act as project leader in monitoring performance of database systems, and identifies, evaluates, and makes recommendations to management concerning problems or issues in the database environment to ensure optimal performance and productivity of database systems. Responsible for the daily maintenance, tracking and documentation of production database systems including creating and scheduling database specific jobs and determining necessary actions to recover from problems or failures. Develop and enforce the Standards, Procedures, and Guidelines to establish the operational framework in which database management systems are consistently and effectively utilized. Research, identify, evaluate and select database software. Instruct users in the use of database software to enhance database system usage, facilitate problem resolution, and maximize customer service. Requires a minimum of 2 years of current experience in this job class.

Deputy Project Manager - Provides competent leadership and responsible direction through successful performance of a variety of detailed, diverse elements of project management. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to project team, comprising State technical and program staff as well as contractors from one or more firms. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with project requirements. Reports in writing and orally to State management as necessary. Requires an extensive background in managing large, complex projects with outstanding interpersonal and communication skills.

Training and Documentation Lead –Possess superior organizational and written/verbal communication skills. Should be able to handle the responsibility for training the users on the system. Should have ability to understand the business, system. Document the requirements, user manuals, other technical documentation. Requires a minimum of 3 years of current experience in this job class.

NOTE: The above skill sets are not intended to be all-inclusive for individual assignments. It will not be unusual for a Statement of Work (SOW) to require specific experience within these definitions and the overall Technical Architecture.

PROJECT SUBCONTRACTOR SERVICES AGREEMENT

THIS SUBCONTRACTOR SERVICES AGREEMENT(this "Agreement") is effective as of April 5, 2013 between Tata Consultancy Services Limited, with an office at 379 Thornall Street 4th Floor, Edison, NJ 08837("TCS") and _____, a _____ corporation with offices located at _____ ("SUB") and relates to certain services to be provided by SUB for TCS in connection with TCS and/or its subsidiaries' engagement with _____(Customer") pursuant to certain Agreement _____ (the "Prime Contract"). TCS and SUB are referred to herein each as a "Party," and together, as "Parties."

This Agreement consists of:

1. The body of this Subcontractor Service Agreement;
2. **Schedule A** [Statement of Work]
3. **Schedule B** [Charges]
4. **Schedule C** [Confidential Information and Inventions Assignment Provisions]
5. **Schedule D** [Prime Contract Flow down Provisions]
6. **Schedule E** [Insurance]

In consideration of the mutual promises and covenants, the benefits to be derived from and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties agree as follows.

1. Scope of Agreement.

(a) Subject to the terms and conditions contained herein, TCS hereby retains SUB and SUB accepts the engagement, to perform the services and deliver the deliverables described in the Statement of Work ("Services") attached hereto as **Schedule "A"**("SOW" or "Project"). From time to time to time during the term of this Agreement, TCS and SUB may by mutual agreement execute one or more additional SOW(s) related to the Project of the Customer pursuant to the terms and conditions of this Agreement or make changes to any SOW by a written scope change document signed by both Parties ("Change Order").

(b) For satisfactory performance of the Services and deliverables under this Agreement, TCS agrees to pay SUB the Charges and expenses described in **Schedule "B"** attached to this Agreement in accordance with the provisions of this Agreement. No other payment shall be due and payable to SUB under this Agreement unless otherwise agreed in writing pursuant to a Change Order or additional SOW(s).

(c) To the extent an SOW calls for SUB to prepare any deliverables (including without limitation any software item or works) according to agreed upon specifications, TCS and SUB will mutually agree on acceptance criteria and an acceptance test plan (consistent with TCS' obligations under Prime Contract and the Statement of Work thereunder) for the acceptance of such deliverables.

Acceptance of any deliverables under this Agreement shall be contingent on the acceptance by Customer of such deliverables.

(d)   SUB agrees that except to the extent agreed in writing by TCS or Customer, SUB is responsible to provide at its own cost and expenses, facilities, personnel and resources, including but not limited to equipment, tools and other materials, necessary for the proper performance of the Services.

(e)   This Agreement governs the relationship and rights and obligations of the Parties in relation to SUB's services and deliverables with respect to the Project. This Agreement and terms and conditions set forth herein are not intended to and shall not apply to the mutual engagement of the Parties in any other project or the provision of professional services by one Party to the other in any project other than the Project.

(f)   SUB shall cause each individual engaged by SUB to perform any Services hereunder to understand and comply with the terms of the Confidential Information and Inventions Assignment Provisions described in **Schedule C**. In accordance with its internal procedures, SUB may at its option obtain written agreement from its employees that they will abide by and conform with the requirements of Schedule C part of his or her selection to provide any such Services. .

(g)   In the event that this Agreement or the SOW expires or is terminated, SUB will make available to TCS the End of the Term Assistance and Termination Services as provided in Schedule D and applicable SOW hereunder in accordance with the provisions of the Prime Contract as applied to Services under this Agreement and SOW.

2.   Term. The term of this Agreement shall begin on the Project Commencement Date set forth in this Agreement and shall continue until terminated pursuant to Paragraph 7 hereof.

3.   Invoice and Payment.

3.1 SUB shall submit invoices in arrears within the 15th day after the commencement of a month for the services satisfactorily performed and accepted during the preceding month. Invoices submitted for work charged on an hourly basis will be supported by approved time sheets or work tickets or other approved documentation showing description, date and location of work performed and the names of SUB Personnel and hours each of them worked. TCS may request SUB to submit a standard form for reporting hours of work or to enter the hours of work in any Customer or TCS provided System. SUB will not otherwise invoice TCS for the Services and no Invoices shall be paid outside the System. When a daily rate is set forth in an applicable SOW, it shall mean the charges payable for actual Services performed by a SUB Personnel for a minimum of eight (8) hours and a maximum of ten (10) hours. No overtime charges shall be billed to TCS unless such overtime is performed with prior approval in writing of TCS on a case by case basis. When additional hours of work are approved by TCS, the charges for such additional hours will be billed only at the regular daily or hourly rate set forth in the SOW (without any premium). Travel time (including any commuting time to and from any work location) is expressly disallowed as hours actually spent in providing Services and TCS shall not be charged by SUB for any such travel time.

3.2 If required by TCS, SUB shall cause all SUB Personnel performing services for Client to report their time worked to a Client on a weekly basis ("Time Records"), as directed by TCS in writing using the TCS provided Vendor Management System ("System"). For the purposes of this Section 4.3, a "week" shall be Monday through Sunday. The Time Records will be submitted to

the appropriate TCS manager or other approving authority of TCS for approval via the System. SUB is solely responsible for complying with all applicable record keeping requirements regarding work performed by its Personnel. SUB and each SUB Personnel during the term of his/her assignment to a Project will be provided with unique User ID and password. To be included in that week's reporting cycle, Personnel must submit Time Records into the System, by the deadline time as directed by TCS. Although SUB Personnel are expected to input Time Records directly into the System, it is SUB's responsibility to ensure that all Time Records are received in a timely manner and are accurate and complete. SUB must report any incomplete information to TCS immediately. Any incomplete Time Records or expense reports will not be processed until complete and corrected Time records and expense reports are submitted. SUB acknowledges and agrees that Time Records not entered into the System by the month end when the timesheets module will be closed for the month, for whatever reason, will not be approved by TCS or paid under any circumstances. For all expense which are preapproved for reimbursement by TCS, the expense reports must be submitted within 60 days of incurring of expenses, together with supporting original receipts for the expenses. Expense reports not submitted within 60 days, shall not be processed and do not qualify for payment.

3.3   TCS shall remit the undisputed amount of each correct invoice received from the SUB in accordance with the terms of this Agreement and the applicable SOW within thirty (30) days of receipt of the invoice by using a credit card, or by electronic procurement credit card. SUB agrees to register as a Merchant with Visa. Once SUB has completed registration process TCS will communicate the payment details. Further, TCS may, at its sole discretion, remit payments by electronic funds transfer (EFT) to SUB's US Banks TCS is entitled to withhold any amount disputed in good faith by TCS, until the dispute is resolved and the failure to pay any such disputed amount shall not be a breach by TCS of its obligations under this Agreement. Parties agree to use best efforts to resolve any invoice dispute by good faith discussion as soon as possible.

4.   **Compliance with requirements of Prime Contract.** The parties acknowledge and agree that certain requirements of the Prime Contract are applicable to SUB with respect to the Services, functions and responsibilities of SUB as set forth in this Agreement. The relevant provisions of the Prime Contract so referenced will be attached hereto as **Schedule "D"**. **Exhibit 1** contains certain security requirements under the relevant statement of work that TCS has entered into with the Customer as they relate to SUB's services. SUB acknowledges and agrees that the grant of rights and licenses, performance of Services and deliverables by SUB under this Agreement will conform to the terms and conditions set forth in **Schedule D**, and that SUB will comply with all of the requirements set forth in **Schedule D** and **Exhibit 1** to the extent Services are performed by SUB under this Agreement. To the extent that any of the requirements contained in Schedule D and Exhibit 1 do not apply to the Services, functions and responsibilities of SUB as set forth in this Agreement, SUB shall not incur any liability for the non-compliance thereof. As applied to Services being performed by SUB under this Agreement, the references to "TCS" in **Schedule D and Exhibit 1** in relation to obligations and liabilities set forth therein shall, as between SUB and TCS, be construed as obligations and liabilities of SUB but only as to the Services, functions and responsibilities of SUB as set forth in this Agreement. Parties acknowledge and agree that the foregoing provisions are not intended to and shall not be construed as conferring on the Customer any right to enforce any claim or rights against SUB directly. In relation to the Services performed by the SUB hereunder, SUB shall be entitled to seek remedy against TCS only and not against the Customer.

5.   **Proprietary Rights.** SUB acknowledges and agrees that all intellectual property rights arising directly and solely from providing the Services hereunder and in any deliverables so provided by

SUB shall vest in the Customer, to the extent required under the Prime Contract. Without limiting the generality of the foregoing requirement, the Parties agree that to the extent required under the Prime Contract between the Customer and TCS, except for SUB Property (as defined below), all ideas, know-how, processes, information, drawings, documents, designs, models, inventions, copyrightable material and other tangible and intangible materials authored, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by SUB in the course of providing the Services, including without limitation computer programs, computer systems, data and documentation, (collectively, the "Works") are the sole and exclusive property of TCS and Customer and shall be considered works made for hire. As used herein, "SUB Property" means any inventions, tools, methodology, computer programs, processes and any other documentation (whether or not patentable) created by SUB (a) prior to its engagement under this Agreement under any particular SOW, or (b) during the Term of this Agreement or any SOW but not created or developed pursuant to or as part of the Services under the terms of a separate SOW, which SUB may use as general tool, process, methodology or program in performing its Services under this Agreement. All intellectual property in SUB Property shall remain with SUB notwithstanding the use or incorporation of any such SUB Property in or in connection with the Services hereunder. To the extent any SUB Property is incorporated in any Works under an SOW, or necessary for the use of any Works, SUB hereby grants a nonexclusive worldwide license to TCS and Customer for use in connection with Services or any deliverables delivered by SUB. In the event any Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, SUB hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such Works to TCS, including, without limitation, all copyrights, patent rights, trade secrets, trademarks, moral rights and all other applicable proprietary and intellectual property rights. If SUB has any rights to the Works that cannot be assigned to TCS and Customer, SUB unconditionally and irrevocably: (1) waives the enforcement of such rights; and (2) grants to TCS and Customer during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, royalty-free license to reproduce, create derivative works of, distribute, publicly perform and publicly display such Works, by all means now known or later developed, with the right to sublicense such rights through multiple levels of sublicenses. SUB agrees to render all reasonably required assistance, at no cost to SUB, to TCS and Customer to protect TCS' and Customer's rights herein above described.

6.   Representation and Warranties.

SUB represents and warrants that:

(a)   SUB's performance of the Services called for by this Agreement, to the extent attributable to SUB, including without limitation, the development and delivery of the Works, does not and shall not violate: (1) any applicable law, rule, or regulation; (2) any contracts with third parties; or (3) any third-party rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right;

(b)   SUB has full authority and sufficient right, title, and interest in and to the Works, to grant and convey the rights accorded to TCS under Paragraph 5 hereof;

(c)   The personnel assigned to by SUB to perform the Services shall possess the qualification and experience reasonably necessary to perform the Services and the Services shall be performed in a workmanlike manner and in accordance with applicable industry standards.

(d)   To the extent any warranty regarding specific work product or deliverable ("Deliverables") is required to be provided to Customer under Prime Contract, during the applicable warranty period, any Deliverable delivered to TCS hereunder shall: (1) be free from material defects in

workmanship or material or programming errors; and (2) shall conform to the performance capabilities, characteristics, specifications, functions and other descriptions and standards applicable thereto as set forth in the Prime Contract and applicable SOW hereunder. In the event that defects are discovered during the warranty period, SUB shall promptly remedy such defects at no additional expense to TCS, provided that the warranty set forth in this Section shall not apply to the extent any error or defects in a SUB delivered Work arises from (i) modification or alteration of the Deliverable after delivery by SUB by any person not authorized by SUB, or (ii) materials provided by TCS for incorporation in the SUB Deliverable to be prepared by SUB;

(e)   SUB has conducted a background check with respect to each of the employees performing Services, and that there were no adverse results to that background check in any aforementioned area. SUB will maintain an inventory of the results of those background checks and will certify the results thereof upon TCS' request.

THE WARRANTIES STATED ABOVE IN THIS SECTION 6 ARE THE ONLY WARRANTIES MADE BY SUB.   SUB DOES NOT MAKE AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.   **Termination.**

(a)   TCS may terminate this Agreement upon thirty (30) days' prior written notice to SUB, with or without cause. Further, this Agreement and the applicable Statement of Work hereunder shall automatically terminate if the Prime Contractor the applicable Statement of Work under the Prime Contract with Customer is terminated. TCS will provide SUB with reasonable notice in such cases. In the event of a termination pursuant to this Section 7(a) TCS' sole liability to SUB shall be to pay amounts due for Services properly rendered through the effective date of termination.

(b)   In addition, either Party may terminate this Agreement or a Statement of Work immediately upon written notice to the other, in the event that the other Party breaches a material term of this Agreement or a Service Schedule, as the case may be, and fails to cure such breach within 30 day period after written notice of breach specifying the breach is provided to the breaching Party.

(c)   Notwithstanding the forgoing, this Agreement and SOW for the Project shall automatically expire with respect to the Services relating to the Project at such time as the Project terminates.

(d)   Upon termination or expiration of the Agreement in whole or in part, upon request from PRIME, SUB shall provide Termination/Expiration Assistance Services to facilitate seamless transition of Services to PRIME or Customer as directed by PRIME. If such Termination/Expiration Services are required to be provided beyond the effective date of termination or expiration, the provisions of the Agreement shall continue to govern the Termination/Expiration Services so provided and PRIME shall pay fees for such Termination/Expiration Services in accordance with the then current rates set forth in Schedule B or the applicable SOW.

8.   **Indemnification.**

A.   SUB hereby agrees to indemnify, hold harmless and defend TCS and any member, director, officer, employee or agent thereof (each of the foregoing being hereinafter referred to

individually as a "TCS Indemnified Party"), against all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party including without limitation, the Customer, to the extent such Liabilities arise out of or result from: (1) SUB's negligent acts or omissions in the performance of Services, but only to the extent that such act or omission results in personal injury or damage to real property or tangible personal property; or (2) any claim that any of the SUB deliverables created or materials otherwise provided by SUB hereunder infringes a copyright, patent, trade secret, trademark or any other proprietary right of a third party. TCS shall promptly notify SUB of any third party claim and SUB shall, at SUB's option, conduct the defense in any such third party action arising as described herein at SUB's sole expense and TCS shall cooperate with such defense. SUB indemnification shall not extend to any such Liability which arises as a result of (a) use of SUB deliverables or Services in a manner inconsistent with instructions or documentation provided by SUB; (b) combination of SUB deliverables or Services with software or other programs not provided by SUB.

B.   TCS hereby agrees to indemnify, hold harmless and defend SUB and any member, director, officer, employee or agent thereof (each of the foregoing being hereinafter referred to individually as a "SUB Indemnified Party"), against all Liabilities (as such term is defined in clause A above) asserted by any third party, including without limitation, the Customer, to the extent such Liabilities arise out of or result from: (1) TCS' negligent acts or omissions in connection with TCS' obligations hereunder, but only to the extent that such act or omission results in personal injury or damage to real property or tangible personal property; or (2) any claim that any of the TCS data, information or deliverables provided to SUB hereunder in connection with SUB's Services infringes a copyright, patent, trade secret, trademark or any other proprietary right of a third party. SUB shall promptly notify TCS of any third party claim and TCS shall, at TCS' option, conduct the defense in any such third party action arising as described herein at TCS' sole expense and SUB shall cooperate with such defense.

9.   **Confidential Information.** All information, documents, software, reports, data, records, forms and other materials of a confidential nature ("Confidential Information") developed by one Party for the other Party or for the Customer or obtained by or disclosed to such other Party in the course of performing the Services shall be treated as confidential and shall not be used by the receiving Party for any purpose other than the purpose for which such Confidential Information was disclosed. SUB shall comply with all requirements under Prime Contract with respect to security procedures and protection of Customer data. All Confidential Information of a Party shall be returned to such Party, or destroyed, by the receiving Party when reasonably called upon to do so along with all tangible forms of such proprietary confidential and trade secret information and all copies thereof (and all other property obtained from or through the other Party or immediately upon termination of this Agreement, whichever occurs earlier. Notwithstanding the foregoing, Confidential Information does not include any information or material that: (i) is already known to the receiving Party at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of receiving Party; (iii) is independently developed by the receiving Party without benefit of the other Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each Party agrees that during the term of this Agreement and thereafter it will take all steps reasonably necessary to hold the other Party's and Customer's proprietary, confidential and trade secret information in trust and confidence and shall not use or disclose to any person, firm or entity any such proprietary, confidential or trade secret information without such other Party's express, prior written permission; provided however, that notwithstanding the foregoing, SUB may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order. Confidential Information relating to proprietary tools, and software

(including any source code of a software) owned by a Party and disclosed to the other Party under this Agreement shall remain confidential and not disclosed or used (except in relation to the Services hereunder).

10. **Independent Contractor.** Each Party agrees that its relationship with the other is that of an independent contractor and nothing in this Agreement shall be construed as creating a partnership, joint venture or employer-employee relationship. Neither SUB nor any employees and consultants engaged by SUB for performing the Services shall be entitled to any of the benefits that TCS may make available to its employees, such as group insurance, profit-sharing, or retirement benefits. Each Party shall be solely responsible for complying with all applicable local, state and federal laws which are applicable to that Party, including but not limited to immigration laws and regulations governing work authorization, obligations such as payment of federal, state and local taxes, social security, disability and other contributions attributable to the rendition of Services hereunder. Each Party shall indemnify, hold harmless and defend the other Party from any and all claims, liabilities, damages, taxes, fines or penalties sought or recovered by any governmental entity, including but not limited to the Internal Revenue Service or any state taxing authority, arising out of such Party's alleged failure to pay such taxes or make such contributions. Nothing in this Agreement shall be deemed to constitute SUB or TCS the agent of the other. Neither TCS nor SUB shall be or become liable or bound by any representation, act or omission whatsoever of the other.

11. Limitation of Liability.

11.1 Subject to the specific provisions of this Section 11, it is the intent of the Parties that each Party will be liable to the other Party for any actual damages incurred by the non-breaching Party as a result of the breaching Party's failure to perform its obligations in the manner required by this Agreement or the applicable Statement of Work.

11.2 **Waiver of Consequential Damages.**

SUBJECT TO THE PROVISIONS OF SECTION 11.4 BELOW, NIETHER PARTY WILL BE LIABLE FOR INDIRECT OR CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF PROFITS),WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

11.3 **Cap on Direct Damages.**

Subject to Section 11.4 below, each Party's total liability to the other, whether in contract or in tort (including breach of warranty, negligence and strict liability in tort), will not exceed in the aggregate an amount equal to the total Charges paid and payable to SUB pursuant to all of the Statement of Work(s) for proper performance of the Services described in such Statement of Work(s).

11.4 **Cap on Direct Damages in certain exceptional cases.**

Notwithstanding anything to the contrary contained in Section 11.2 and 11.3, no limitation or exclusion of liability shall apply to damages caused by (a) willful misconduct or gross negligence of a Party (b) Indemnification obligations of a Party; (c) damages occasioned by a Party's

breach of its obligations with respect to Confidential Information or (d) damages occasioned by improper or wrongful termination or abandonment of the work by SUB under this Agreement or any Statement of Work.

12. **Non-Solicitation of Employees.** During the term of this Agreement and for a period of one (1) year after the termination or expiry thereof, neither Party shall solicit for employment any employees of the other Party to the extent that such employees were involved in performing Services hereunder, provided that the forgoing restriction shall not apply to the hiring or engagement of any individual who, not being directly approached, seeks employment or engagement pursuant to a general recruitment advertisement or posting.

13. **Non-Solicitation of Customer.** During the term of this Agreement, SUB shall not provide or offer to provide services, other than through TCS, to Customer in relation to the Project. This restriction shall not apply to projects or services for the Customer other than services in connection with the Project.

14. **Non-assignability.**SUB shall not assign, transfer or delegate its obligations hereunder and shall not engage any sub-contractor for performing any part of the Services except with prior written consent of the TCS; provided that under all circumstances SUB shall be solely responsible to TCS with respect to Services subcontracted by SUB to any third party. TCS may assign this Agreement to Customer at any time upon written notice to SUB. Notwithstanding the previous sentence, either Party may assign this Agreement upon the prior written consent of the other Party or if a Party elects to assign this Agreement to an affiliate as part of a merger or corporate reorganization, upon notice to the other Party.

15. **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of New York, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

17. **Insurance.** Throughout the term of this Agreement, SUB shall maintain and shall not commence services under this Agreement until it has obtained all of the insurance required pursuant to Prime Contract provisions as set forth in Schedule D. SUB shall not allow any subcontractor to commence services until such subcontractor has obtained all necessary insurance as required under Prime Contract, or the SUB has insured the subcontractor under its own insurance policies.

18. **Dispute Resolution.** This Agreement carefully lists each Party's obligations in an effort to minimize disputes and aid in mutually satisfactory resolution of such disputes. The Parties agree to attempt in good faith to settle any dispute, controversy or claim, whether based on contract, tort, statute or other legal or equitable theory arising out of or related to this Agreement (including any amendments or extensions thereto) (collectively, a "Claim") by way of consultations among the Parties, which consultations shall be initiated upon written notice by either Party to the other. If the Parties cannot come to a mutually agreeable resolution of the Claim within fifteen (15) business days, then such Claim will be referred (the "Referral") to each Parties' Executive Sponsor (each a "Representative") for

resolution. The Parties' Representatives shall meet in person or on phone, within five (5) business days of a Referral to attempt to resolve the Claim. If the Representatives have not met within five (5) business days of such Referral, or have not reached a mutually agreeable resolution of the Claim within fifteen (15) business days or an extension thereof mutually agreed in writing between the Parties, then, either Party may proceed with any legal action in a court of competent jurisdiction to enforce the Claim. Neither Party shall be required to follow this Section for injunctive relief relating to confidentiality, employee solicitation, or intellectual property rights. To the fullest extent permitted by law, each Party hereby irrevocably waive its right to demand a jury trial in any action under or relating to this Agreement.

19.   Survival. Sections 4, 5, 6, 8, 9, 10, 11, 12, 16, 18 and 19 shall survive the expiration or earlier termination of this Agreement.

20.   Integration. This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the Parties hereto. No e-mail or series of emails shall constitute writing sufficient to modify this Agreement.

21.   Force Majeure. Neither Party shall be liable to the other for any delays in performance or nonperformance of any obligations hereunder to the extent that such performance is prevented or delayed by acts of God or other causes beyond the reasonable control of such Party (the "Affected Party"), and no fault hereunder shall result there from, provided that the Affected Party shall have exercised reasonable efforts to remove or avert the cause(s) of delay and shall have given prompt notice to the other Party of the date of commencement, and the nature, of Force Majeure and provided further that such failure or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the Affected Party through the use of alternate sources, work-around plans, or other means (a "Force Majeure Event"). Whenever a Force Majeure Event or a disaster causes SUB to allocate limited resources between or among SUB's customers and/or affiliates, TCS shall receive no less priority in respect of such allocation as any of SUB's other customers or affiliates. SUB's inability to obtain hardware, software, on its own behalf or on behalf of TCS or its inability to retain sufficient qualified personnel shall not constitute a Force Majeure Event, except to the extent such inability to obtain hardware or software or retain qualified personnel results from the causes outlined above. The Parties expressly acknowledge that Force Majeure Events do not include vandalism, the regulatory acts of governmental agencies or the non-performance of third parties or subcontractors relied on for the delivery of the Services, unless such failure or non-performance by a third party or subcontractor is itself caused by a Force Majeure Event.

22.   Notices. All notices permitted or required under this Agreement shall be in writing and shall be by personal delivery, a nationally recognized overnight courier service, facsimile transmission or certified or registered mail, return receipt requested. Notices shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. Notices shall be sent to the addresses listed below, or to such other address as either Party may specify in writing.

If to TCS:

       Tata Consultancy Services Limited
       101 Park Avenue, 26th Floor
       New York NY 10178
       Attn: General Counsel
       Fax: (212) 867-8652

If to SUB:

       _____.
       _____
       _____
       Attn:_____

     IN WITNESS WHEREOF, the Parties hereto have signed this Agreement, or caused it to be signed by their duly authorized representatives, as of the day and year first above written.

Tata Consultancy Services Limited   _____

By:_____   By:_____
Name: Name:
Title: Title:

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must complete and sign this *Proposal Transmittal and Statement of Certifications and Assurances*. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive or president, this document shall attach evidence showing the individual's authority to bind the proposing entity.

Any contract resulting from this RFP process shall incorporate this *Proposal Transmittal and Statement of Certifications and Assurances* by reference as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

PROPOSER LEGAL ENTITY NAME:	
PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Project Subcontractor Services Agreement* for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Contract.

2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.

3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

4) The Proposers shall comply with:

   a) the laws of the State of New York;

   b) Title VI of the federal Civil Rights Act of 1964;

   c) Title IX of the federal Education Amendments Act of 1972;

   d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;

   e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;

   f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,

5) the condition that no amount shall be paid directly or indirectly to an employee or official of any of the Consortium States as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

PRINTED NAME:		**DATE:**	
SIGNATURE & TITLE:			
	Signature		Title

Schedule A
Statement of Work

A.   SCOPE OF SERVICES:

A.1.   The Subcontractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall support all service and delivery timelines specified in the Scope of Services section or elsewhere in the Project Subcontractor Services Agreement.

A.2.   Summary of Services.

A.2.a.   TCS intends to include the Subcontractor in all aspects of the design, development and implementation of the MRM Consortium project. Provided in the table below is the software environment each assigned staff member should possess. The Subcontractor selected will be required to provide an initial set of professionals to be assigned to the Project in Jackson Mississippi. Staff professionals selected, if they maintain varying skill sets will be allowed to roll from one project phase to another. For example, the Deputy Project Manager selected will be expected to be retained through the entire lifecycle. A business analyst working in the requirements phase can then transition over to design, development and possibly into testing and implementation.

A.2.b   Software Tools Requirements

S. No.	Tool	Description
1.	Eclipse (3.1 or above)	Eclipse is an Integrated Development Environment (IDE) for building JEE applications. It's an open source tool.
2.	Ant	Apache Ant is a Java-based build tool. It's an open source tool provided by Apache. It will be used for automating the build process of the Modernized UI system.
3.	JBoss 5.0 Application Server	Application Server for Development Environment.
4.	Squirrel	SQL Client.
5.	Rational RequisitePro	Requirements Management Tool.
6.	Rational Software Architect	Modeling Tool to be used during the analysis and design phase.
7.	Rational ClearCase	Configuration Management Tool with version control.
8.	Rational ClearQuest	Defect Logging, Build Management, DB Change Requests Management Tool.
9.	Rational Performance Tester	Performance Testing Tool.
10.	Axure	Prototyping Tool.
11.	XDoclet (1.2.3)	Struts Configuration Generator, Struts Validation Generator.

S. No.	Tool	Description
12.	JBoss Drools 5.0/IBM - ILOG	Business Rule Engine (Both tools are under evaluation and one would be decided after team complete evaluation process).
13.	Pentaho Business Analytics/JasperSoft	Business Intelligence.
14.	Microsoft Lync	Chat Software.
15.	Hibernate 3.1	ORM software.
16.	Struts 1.2	MVC framework.
17.	BIRT	Correspondence and Reports designer.
18.	IBM Websphere 7.0 Application Server	Application server.
19.	JBoss Drools Workflow	Workflow server.

A.3.   General Service Provisions.

A.3.a.   Subcontractor Account Managers. The Subcontractor shall assign, at its own expense, one or more Account Manager(s), to service TCS's needs under this Project Subcontractor Services Agreement. The Account Manager shall:

i.   monitor the assignment of tasks to Subcontractor personnel;

ii.   track performance and progress of the Subcontractor personnel toward the completion of the assigned tasks;

iii.   monitor the quality of services delivered;

iv.   address any personnel issues that arise with regard to their Subcontractor personnel; and

v.   be responsible for Subcontractor Personnel Time/Invoicing as described in Project Subcontractor Services Agreement Sections xxxx, and xxxx below.

In the event that TCS identifies problems with the services provided by Subcontractor personnel, TCS shall make the Subcontractor Account Manager aware of the problems. The Subcontractor shall then act promptly to resolve the problems. If TCS determines that the removal of Subcontractor personnel is in the best interest of the project, the Subcontractor Account Manager shall terminate the Subcontractor personnel from the assignment and, if requested by TCS, shall provide a replacement.

Schedule B
CHARGES

1)

Schedule C

CONFIDENTIAL INFORMATION AND
INVENTIONS ASSIGNMENT PROVISIONS

This Agreement is made between _____., (the "SUB"), _____ ("SUB's Personnel") and Tata Consultancy Services Limited ("TCS"). "I", "me" or "my" are reference to SUB's Personnel. This Exhibit is signed by SUB and SUB's Personnel pursuant to the Subcontractor Services Agreement dated _____ (" Agreement") between the SUB and the TCS.

I recognize that the SUB provides Services to TCS and that services, technology and new ideas are critical to the success of TCS. I also recognize that information about TCS, TCS' Customers as well as information derived from business activities while working for the TCS, is very importance to TCS. As a SUB's Personnel assigned to work on TCS' project, I further recognize that it is a precondition for me to get the opportunity to work on the TCS project that I preserve and protect all Confidential Information (as such term is defined in the Subcontractor Services Agreement) and recognize that TCS owns all of the intellectual property rights in the work product and resulting from the Services provided by me.

THEREFORE, IN CONSIDERATION OF THE INDUCEMENTS, MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE CONSULTANT AND I AGREE AS FOLLOWS:

**I.	Confidential and Proprietary Information.** I acknowledge that all information and documents disclosed by TCS or TCS' Customer, or which come to my attention during the course of my performance of work for TCS, constitute a valuable asset of and are proprietary to TCS. Therefore, I will keep confidential and not disclose, use or otherwise make available to any third party any confidential information, advice or material of any nature that is provided or made available by TCS, including but not limited to, any written reports or other data, without the prior written consent of TCS. I will return all TCS information and data to TCS at the end of the TCS project or upon TCS' request. Any notes or other work product developed by me as a result of the TCS project or derivative of the TCS confidential information, shall be subject to the same obligations of non-disclosure and non-use as confidential information disclosed to me by TCS personnel. TCS confidential and proprietary information includes, but is not limited to technology, tools, processes, methods, business, data, pricing methods, software code, vendor information and lists, Personnel lists, data handling methodology and processes, and research processes and strategies, business process and any other information related to any TCS project.

This confidentiality provision shall not apply to any information that: (i) is in or comes into the public domain through no breach by me of my obligations under this Agreement; (ii) I acquire from a third party who owes no obligations of confidence to TCS; or (iii) was already known to me at the time it received such information from TCS as shown by my prior written records.

If I am requested or required by any legal or investigative process to disclose any information that I am not permitted to disclose, I shall provide TCS with prompt notice of each such request and the information requested so that TCS may seek to prevent disclosure or the entry of protective order. If disclosure is required and a protective order is not obtained, I shall disclose only such information that it is advised by my counsel is legally required to be disclosed.

II.   **Ownership of Work Product.**   TCS owns all information relating to its products, processes, services, research and other business pursuits that is not generally known outside TCS and from which TCS could derive economic value. I will inform TCS in writing of all ideas, inventions, discoveries, and improvements that I conceive or reduce to practice in the course of my work for TCS. All of those creations will be TCS' property. I will help TCS acquire and retain title to them.

All written, graphic or recorded materials that I prepare in connection with my work for TCS belong to TCS. I will use those materials only as instructed and will dispose of them only as TCS directs. At the end of my work for TCS, I will return all such materials, including any copies, to TCS.

Any copyrightable work or portion of work that I have created or create while working for TCS or relating to TCS' business is and shall be deemed to be a "work made for hire," as that term is defined in the Copyright Laws of the United States of America or any other international, country, or state having jurisdiction. If, for any reason, any such copyrightable work does not fall within the definition of a "work made for hire" or is otherwise deemed not to be a "work made for hire," then I assign and convey to TCS the entire right, title and interest to the work, including, but not limited to, the copyright. I waive any moral or attribution rights that I may have in the work, and grant to TCS the right to modify, create derivatives and otherwise use the work at its discretion.

I will cooperate with the SUB and sign all documents that may be prepared by TCS and will take other necessary actions, as reasonably requested by the SUB or TCS, to effect the terms of this Agreement or to perfect or enforce any proprietary rights resulting from or related to my work for TCS.   My cooperation and signing of documents will be performed without additional compensation to me; provided, however, that the SUB will reimburse me for reasonable out-of-pocket expenses incurred at the SUB's or TCS' specific request.

III.   **Miscellaneous.**

If I leave employment with the SUB or my assignment with TCS, I will advise any new employer or assignee of the contents of this Agreement.

I acknowledge and agree that I am the Personnel of the SUB and I further acknowledge and agree that I am not, nor shall I be deemed to be, the Personnel of the TCS and that I will not bring any claim whatsoever against the TCS with regard to, or arising out of, employment related issues, including, without limitation, any claims arising out of or relating to payment of salary and other employment benefits to me. I expressly agree not to assert any claim against the TCS alleging that I am the Personnel of the TCS.

This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding all choice of law provisions.   All proceedings relating to or arising out of the subject matter hereof shall be maintained exclusively in the courts situated in New York, New York, and I hereby consent to personal jurisdiction and venue therein and hereby waive any right to object to personal jurisdiction or venue therein.

My promises in this Agreement are intended to protect TCS' and TCS' Customer's information and intellectual property.   Therefore, I understand and agree that TCS is entitled to enforce my promises and to bring civil litigation against me to do so. Due to the nature of this Agreement,

TCS shall be entitled to an injunction restraining such breach or threatened breach without having to prove actual damages or threatened irreparable harm. Such injunctive relief as TCS may obtain shall be in addition to all of the rights and remedies available at law and in equity. Such equitable relief may include, but is not limited to, the seeking of a temporary or permanent injunction, restraining order or order for specific performance, and may be sought with or without prior notice, depending on the circumstances. TCS shall be entitled to recover from me reasonable attorneys' fees and expenses incurred in any action wherein TCS successfully enforces the provisions of this Agreement against the breach or threatened breach thereof by me.

IN WITNESS WHEREOF, the SUB and I have executed this Agreement on the date(s) set forth below.

_____
SUB's Personnel Signature
SSN:
Date:

SUB Company: _____

By:_____
Name & Title:
    Date:_____

Accepted

Tata Consultancy Services Limited

By: _____

SCHEDULE D

PRIME CONTRACT FLOWDOWN PROVISIONS

Confidentiality:

SUB shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve and protect the confidentiality, integrity and availability of all confidential data received from, or on behalf of TCS. These measures will be extended by contract to all subcontractors used by SUB. Should it be discovered that SUB or its subcontractor was negligent in handling TCS/Customer confidential data and such negligence results in a breach that was harmful or damaging to TCS and/or its customers, SUB and its subcontractor will be responsible for taking corrective action at its own expense to mitigate the damages. If the confidentiality breach is not successfully cured, TCS may seek remedies provided by the State and Federal law for unauthorized disclosure of confidential information, including seeking damages, penalties, and restitution as permitted under such law, and reimbursement of all costs incurred by TCS in pursuing the closure of the confidentiality breach.

Transparency:

In accordance with, and subject to redaction permitted under, the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any amendments thereto shall be posted to the State of Mississippi's accountability website at: https://merlin.state.ms.us

Retention of key staff

SUB commits that any key staff identified as such in the Agreement or the SOW shall not be allocated to any other project and/or tasks while engaged in this Agreement or the applicable SOW. The key staff shall fully remain fully allocated under this Agreement and shall NOT be reallocated or reassigned to any other project/task/duties without written consent from the TCS, with such approval not to be unreasonably delayed or withheld.

Indemnity

To the fullest extent allowed by law, the SUB shall indemnify, defend, save and hold harmless, protect, and exonerate TCS, its officers, employees, agents and representatives from and against all third party claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorney's fees and claims for damages, arising out of or caused by the SUB and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this Agreement.

EXHIBIT 1

SECURITY REQUIREMENTS

Will be provided to SUB

SCHEDULE E
(INSURANCE REQUIREMENT)

Prior to the start of Work, SUB shall at its own expense, procure and maintain in effect during performance and until final completion and acceptance of any Work under the Contract the following minimum insurance coverages with carriers acceptable to TCS including;

a.   Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the Work is to be performed, and Employer's Liability insurance with limits of not less than one million dollars ($1,000,000) per occurrence.

b.   Commercial General Liability insurance (occurrence form) providing coverage for premises, bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, covering SUB's obligations under this Agreement, products and completed operations for not less than three (3) years from the date of TCS' final acceptance of the Work, coverage for independent contractors and broad form property damage coverage with limits of not less than one million dollars ($1,000,000) for each occurrence with an annual aggregate of three million dollars ($3,000,000) per location where Work is performed.

c.   Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by SUB in the performance of the Work with a combined single limit of not less than one million dollars ($1,000,000) for each occurrence of bodily injury and property damage.

d.   Excess or Umbrella Liability insurance with a limit of not less than five million dollars ($5,000,000) for each occurrence with an annual aggregate of five million dollars ($5,000,000) per location where the Work is performed. This limit applies in excess of each of the coverages set forth above in Subarticles a (Employer's Liability), b (Commercial General Liability insurance) and c (Commercial Automobile Liability insurance), which are scheduled as primary.

e.   Errors & Omissions/Professional Liability insurance, including cover for liability arising from intellectual property infringement, information technology and the Services provided in the Statement of Work with limits of ten million dollars ($10,000,000) per occurrence.

f.   To the extent permitted by Applicable Law, all above-mentioned insurance policies shall provide the following; be primary to any other insurance carried by TCS; contain standard cross-liability provisions; and provide for a waiver of all rights of subrogation which SUB's insurance carrier might exercise against TCS.

Additional Coverages.   TCS reserves the right at any time, including after the Work has commenced, to require SUB to procure and maintain additional coverages or limits, and SUB

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shall furnish such additional insurance or limits and the associated increase, if any, in premium paid by SUB shall be reimbursed by TCS at cost without mark-up.

<u>Additional Insured Endorsement.</u> All liability insurance policies shall name Customer, TCS and its successors and assigns as additional insureds and shall maintain the required coverages, naming Customer and TCS as an additional insured, for a period of not less than three (3) years from the date TCS and SUB execute a Certificate of Final Completion, if applicable, or the date TCS accepts the Work.

<u>Evidence of Insurance.</u> Prior to the start of any Work, SUB shall deliver to the TCS' Supply Chain Representatives evidence of the required insurance coverage in the form of Certificates of Insurance acceptable to the TCS. The Certificate of Insurance and insurance policies required by this Agreement shall contain a provision that coverages afforded under the policies will not be canceled, allowed to expire or the limits in any manner reduced until at least thirty (30) days prior Written Notice, ten (10) days in the case of non-payment of premium, has been given to TCS. TCS may inspect any or all policies of insurance at any time.

<u>Ratings.</u> All insurance coverages required under this Agreement shall be provided by insurance companies acceptable to TCS and having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance referred to in Subarticle 15.4, above).

<u>Failure to Obtain and Maintain Insurance.</u> Failure to obtain and maintain the insurance required under this Agreement shall constitute a material breach of this Agreement and SUB will be liable for any and all costs, liabilities, and damages (including attorney's fees, court costs, and settlement expenses) resulting to TCS from such breach, unless, however, a written waiver of the specific insurance requirement is provided to SUB by TCS. In the event SUB fails to provide the required insurance, TCS may at its option, procure said insurance at SUB's expense. Failure of SUB to provide insurance as herein required or failure of TCS to require evidence of insurance or to notify Contractor of any breach by Contractor of the requirements of this Article 15 shall not be deemed to be a waiver by TCS of any of the terms and conditions of this Agreement, nor shall they be deemed to be a waiver of the obligation of Contractor to defend, indemnify, and hold harmless TCS as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Contractor and independent of the duty to furnish a copy or certificate of such insurance policies.Commencement of Work without the required Certificates of Insurance, or without compliance with any other provision of this Agreement, shall not constitute a waiver by TCS of any rights in this Agreement.

<u>SUB's Obligations Not Limited</u>. The insurance requirements set forth above are to protect TCS from any and all claims by third-parties, including employees of SUB, its agents, Subcontractors and invitees. Said insurance, however, is in no manner to relieve or release SUB, its agents, Subcontractors and invitees from, or limit their liability as to, any and all obligations assumed under this Agreement.

None of the requirements contained herein as to types, limits, or TCS' approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by SUB under this Agreement, any other agreement with TCS, or otherwise provided by law.

TECHNICAL PROPOSAL — SECTION A (6 page limit)	
PROPOSER NAME:	

SECTION A — MANDATORY REQUIREMENTS	

The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:

- Proposal received on or before the Proposal Deadline.
- Technical Proposal copies and Cost Proposal packaged separately.
- Technical Proposal contains NO cost data.
- Proposer did NOT submit alternate proposals.
- Proposer did NOT submit multiple proposals in a different form.
- Technical Proposal does NOT contain any restrictions of the rights of TCS or other qualification of the proposal.

The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *Project Subcontractor Services Agreement* "Special Terms and Conditions").

NOTICE: In addition to these requirements, TCS will also evaluate compliance with ALL RFP requirements.

Proposal Page # (to be completed by Proposer)	**Mandatory Requirement Items**	
	A.1	Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. *Each Proposer __must__ sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.*
	A.2	Provide the following as documentation of financial responsibility and stability. - a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing - two current written, positive credit references, in the form of standard business letters, from vendors with which the proposer has done business or, a positive credit rating determined by a accredited credit bureau within the last six (6) months and the associated credit report number; inclusion of credit report number without he actual rating is insufficient. - a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars ($1,000,000).

	A.3	Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.,* employment by TCS or the relevant Employment Securities Agencies with the States of Maine, Rhode Island or Mississippi and, if so, the nature of that conflict. ***Any questions of conflict of interest shall be solely within the discretion of TCS, and TCS reserves the right to cancel any award.***

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B		
PROPOSER NAME:		

SECTION B — QUALIFICATIONS & EXPERIENCE		

The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *Project Subcontractor Services Agreement* "**Special Terms and Conditions**").

Page Limit		Qualifications & Experience Items
1	**B.1**	Describe the Proposer's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person TCS should contact regarding the proposal.
1/4	**B.3**	Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so, an explanation providing relevant details.
1/4	**B.4**	Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
1/4	**B.5**	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
1/4	**B.6**	Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
5	**B.7**	Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.
1	**B.8**	Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.
2	**B.9**	Describe the Proposer organization's number of employees, client base, and location of offices.
2	**B.10**	Provide a narrative description of the proposed staff for each Job Classification and their availability.
1 page per person	**B.11**	Provide a personnel roster and resumes of proposed staff, including Subcontractor Account Manager(s) (see Project Subcontractor Services Agreement Section A.3.a), who shall be assigned by the Proposer to perform duties or services under the

		contract. Include the resumes detailing each individual's title, education, current position with the Proposer, and employment history.
2	**B.12**	Provide a narrative of your firms experience with Unemployment Insurance programs. If no experience with Unemployment Insurance, please provide a brief narrative of your firms experience with large systems development and implementation projects for state government in excess of $20 million.
2 pages per reference	**B.13**	Provide the following customer references: a. Three (3) customer references for projects similar to TCS's MRM project as described in Amendment 17 of the TCS contract. These three references may be for either current contracts or contracts completed within the last three (3) years. These references should be of those discussed in B.12 above. Provide a brief narrative of the services provided and whether performance on these projects was as the prime contractor or subcontractor. References with Unemployment Insurance must be for projects in excess of $4 million or if no Unemployment Insurance references must be for large systems development and implementation projects for state government in excess of $20 million. Do not provide more than three Customer references. If the Proposer provides more than three references, TCS will **randomly** select three references for evaluation purposes. The same client may be used for multiple references as long as each reference pertains to a separate contract. 6. TCS reserves the right to clarify information presented in the reference check questionnaires, and may consider clarification responses in the evaluation of reference checks. However, TCS is under no obligation to clarify any reference check information.
2	**B.15**	Provide a list, if any, of all current contracts with the State of Mississippi, Maine or Rhode Island and all those completed within the previous five-year period. This list must include: • The procuring State agency • A brief description of the contract's scope of services • The contract number • The contract term ***Current or prior contracts with TCS are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with TCS will not automatically result in the addition or deduction of evaluation points***

	COST PROPOSAL

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.	

PROPOSER NAME:	
SIGNATURE & DATE:	

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer's chief executive or president, this Cost Proposal & Scoring Guide SHALL attach evidence showing the Signatory's authority to bind the Proposer.

COST PROPOSAL SCHEDULE

The proposed cost, detailed below, shall indicate the proposed price for providing the scope of service including all services as defined in the RFP Attachment 6.1, *Project Subcontractor Services Agreement* Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and TCS. All monetary amounts are United States currency.

REQUIREMENTS:

1. The Proposer shall indicate below the offered price for providing services as defined in the *Project Subcontractor Services Agreement* Scope of Services of the subject RFP. Pay careful attention to the Project Subcontractor Services Agreement Scope of Services to determine TCS's requirements for personnel.

2. The Proposer shall enter, in the column below labeled "Rate Per Hour," the hourly rates for Years 1, 2, and 3 of the Project Subcontractor Services Agreement for each Job Classification. The Proposer **must** enter a rate for **each** Year. Failure to do so shall render the Proposal nonresponsive and the Proposal shall be rejected.

3. The Proposer must enter only one rate per cost cell; the proposer must NOT enter more than one rate or a range of rates in a single cost cell. The Proposer must NOT add any other information to the Cost Proposal.

4. DO NOT LEAVE ANY PROPOSED COST CELL "BLANK." ENTER "0" IN THE SUBJECT CELL IF THE PROPOSED COST IS ZERO (0). TCS shall deem any "blank" cell as representing a proposed cost of zero (0) dollars for the associated cost item both for evaluation and contract purposes.

COST PROPOSAL TABLE

#	Job Classification	Hourly Rate
1	**Advanced Programmer Analyst (Mainframe)**	
2	**Business Analyst II**	
3	**Programmer Analyst III (Distributed Technologies)**	
4	**UNIX System Administrator**	
5	**Data Administrator/Database Administrator**	
6	**Deputy Project Manager**	
7	**Training and Documentation Lead**	

Note: Hourly rates will be firm for the entire contract period.